

## Exhibit A SCOPE OF WORK

### I. PURPOSE

The following Scope of Work for the Delta Protection Commission (DPC) is to address DWR's interests in the Delta Stewardship Council's Delta Plan recommendation to create a Delta Flood Risk Management Assessment District (Assessment District) for levee maintenance, improvements and other functions as described in Chapter 7 of the Delta Plan. Recommendation RR R2 in Chapter 7 states: "The Legislature should create a Delta Flood Risk Management Assessment District with fee assessment authority (including over State infrastructure) to provide adequate flood control protection and emergency response for the regional benefit of all beneficiaries, including landowners, infrastructure owners, and other entities that benefit from the maintenance and improvement of Delta levees, such as water users who rely on the levees to protect water quality." Further, recommendation RR R3 in the same Chapter (first bullet) addresses allocation of any fees imposed on utilities, between State and local emergency response and flood protection entities in the Delta.

**Style Definition:** Footer: Font: (Default) Times New Roman, 12 pt, Tab stops: 3", Centered + 6", Right + Not at 3.25" + 6.5"

**Style Definition:** List Paragraph: Font: (Default) Calibri

**Style Definition:** Balloon Text: Font:

**Style Definition:** Comment Text: Font: (Default) Times New Roman, Space After: 0 pt

**Style Definition:** Comment Subject: Font: (Default) Times New Roman, Space After: 0 pt

### II. TASKS

In order to understand the implications and assist in implementation of these recommendations, DPC shall:

#### TASK 1

Prepare and submit to DWR a Report of Findings (Report) which will evaluate the feasibility of implementing a Delta Flood Risk Management Assessment District (District).

The Report shall include the following:

~~a.A.~~ Current context description ~~including~~;

i. Identify and review existing institutions and procedures for levee ~~maintenance and improvement~~, flood protection, emergency preparedness, and emergency response ~~and recovery~~ assessments. ~~Describe and how those assessments are collectively used to support integrated flood management (IFM)~~ operations.

ii. Identify assumptions of conditions, including any relevant parameters such as: urbanization, water conveyance infrastructure, levee standards, levee fragility and levels of emergency response service.

**Formatted:** Font: Arial

**Formatted:** Indent: First line: 0"

**Formatted:** Font: Arial

**Formatted:** Indent: Left: 0"

**Formatted:** Bullets and Numbering

**Formatted:** Font: Arial

**Formatted:** Indent: Left: 0.5", Hanging: 0.13", Tab stops: 0.63", Left

**Formatted:** Font: Arial

**Formatted:** Font: Arial

**Formatted:** Font: Arial

**Formatted:** Font: Arial

**Formatted:** Font: Arial

- iii. Identify and review applicable laws and policies (including related litigation) that affect formation and operation of an Assessment District, including but not limited to Propositions 218 and 26.
- iv. Coordinate with DWR and Delta Stewardship Council, to clarify roles, responsibilities, and interactions among participants in undertaking tasks within Scope of Work.

**B. Beneficiary analysis:**

B. Beneficiary analysis. – This is to establish a listing of agencies, organizations, and individuals (Beneficiaries) that receive benefit from the levees in the Delta either individually or as part of a system. Starting with the compiled comprehensive set of assets and impacts provided by DWR, coordinate with DSC and DWR to:

i. Define Beneficiary classes.

A. Include direct beneficiaries, peripheral beneficiaries, and extended beneficiaries.

B. Provide definitions for terms including public benefits, extended benefits, local benefits, minimum level of assessment, justifiable assessment, level of protection, maximum assessment, emergency preparedness, and emergency response, and emergency recovery.

ii.C. Describe activities that have negative impacts to levees, which increase the costs of levee maintenance and improvement. Activities may include but are not limited to: recreation, ongoing subsidence, and commercial transportation.

iii-ii. Identify entities (in Delta as well as out of Delta) that benefit from or have a negative effect on Delta levee and flood protection facilities, and emergency response and recovery operations.

iii. Determine classification of Beneficiaries as to “direct beneficiaries”, “peripheral beneficiaries”, and “extended beneficiaries”, and which, if any, benefits or impacts should be viewed as a “public benefit”. If any entity having a negative impact on Delta levee and flood protection facilities, or emergency response and recovery operations, cannot be classified as a Beneficiary, establish and define a separate classification for those entities, to be included in analysis of potential for participation in an Assessment District.

Formatted: Font: Arial

Formatted: Indent: Left: 0.44", Hanging: 0.19", Tab stops: 0.63", Left

Formatted: Font: Arial

Formatted: Not Highlight

Formatted: Font: Arial

Formatted: Indent: Left: 0.5", Hanging: 0.13"

Formatted: Not Highlight

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Indent: Left: 1", Hanging: 0.13"

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Indent: Left: 0.5", Hanging: 0.13"

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

- iv. Describe Beneficiaries' current financial contributions, if any, toward flood protection and emergency response and recovery- and assess their ability to contribute to the proposed Assessment District.
- v. Evaluate potential for Beneficiaries' participation in Assessment District, and estimate potential revenue generation.

e.C. Assessment District formation and implementation analysis.

- i. Identify options for developing an assessment of each Beneficiary Class determined above.
- ii. Establish a reasonable formula to set the appropriate cost share for each Beneficiary. Include analysis of existing and likely funding sources, timeline for ramping up to identified levels of service revenue determined in the Beneficiary Analysis, and likely impacts to existing related institutions that now provide funding for levees, flood protection, and emergency response and recovery.
- iii. Identify and recommend options for the formation and operation of an Assessment District, given legal and practical context and any existing models considered. Include recommendations for oversight, tracking, and audit as appropriate, and any potential for long-term costs or cost savings.
- iv. Determine alternative ways that any fees collected could be allocated among State and local emergency preparedness, and response, and recovery entities, and flood protection entities, in the Delta and elsewhere, according to the application of Standardized Emergency Management System and in full consideration of support agency roles, as well as consideration of any new Assessment District or other new regional flood management agency.

D. Recommendations to DWR, including:

- a.i. Whether Benefits accruing to proceed with the State from an Assessment District
- b.ii. Alternative ways to implement the Assessment District
- c.iii. Descriptions of any necessary legislation or other policy changes to provide for development of the District or collection of fees (including possible bill language and mechanism of collection)

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Indent: Left: 0.5", Hanging: 0.13"

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Bullets and Numbering

Formatted: Font: Arial

Formatted: Indent: Left: 0", Hanging: 0.38"

Formatted: Indent: Left: 0.38", Hanging: 0.13", Tab stops: 0.5", Left

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial, 12 pt

Formatted: Font: Arial, Bold, Underline, Font color: Black

Formatted: Font: Arial

Formatted: Indent: Left: 0.38"

Formatted: Indent: Left: 0.38"

Formatted: Bullets and Numbering

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

~~d-iv.~~ Metrics for measuring success in levee maintenance, ~~floodwaterwater~~, conveyance, and emergency preparedness for tracking the effective use of Assessment District funds.

Formatted: Font: Arial

Formatted: Font: Arial

~~e-v.~~ Priorities for and limitations on use of any new assessment.

~~vi. Solicit- Recommend whether to proceed with an Assessment District.~~

**Deliverable:**

1. Report of Findings

**TASK 2**

Hold meetings with, solicit information from and incorporate input from the public, and the following agencies during the preparation of the Report:

- a. Public Utilities Commission
- b. Five Delta Counties' Offices of Emergency Services
- c. CalOES (California Governor's Office of Emergency Services)
- d. DWR
- e. Delta Conservancy
- f. Delta Stewardship Council
- g. Federal Bureau of Reclamation
- h. US Army Corps of Engineers
- ~~i. Water diverters-including State and federal Water Contractors~~
- ~~j. Delta Water Agencies and Contra Costa Water District~~
- ~~i-k. Delta Reclamation Districts~~
- ~~l. Cities and Counties~~
- ~~m. Department of Fish and Wildlife~~
- ~~n. Water Resources Control Board~~
- ~~j-o. Other agencies as appropriate~~

Formatted: Font: Arial

Formatted: Space After: 6 pt

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Font: Arial

Formatted: Left: 1.25", Bottom: 0.88"

~~III. Obtain DSC review and comment and DWR's review and approval of any RFPs administered by DPC to accomplish the tasks of this Agreement.~~**REPORTING**

Reports shall be mailed to Contract Manager at:

Douglas Osugi  
1416 9<sup>th</sup> Street, Room 1601  
P.O. Box 942836  
Sacramento CA 94236-0001

#### **IV. ADDITIONAL CONDITIONS**

1. The services will be provided throughout the term of this agreement, generally between the hours of 7:00am and 7:00 pm, Monday through Friday (except official state holidays).
2. The term of this agreement will be from the date of contract execution until the project is complete and the Final Report has been submitted and approved by DWR, but no later than December 31, 2015.
3. DPC will receive ninety percent of the contracted amount upon submission of request for payment. The remaining 10 percent of the contracted amount will be paid out upon once the Task has been completed and verified for completeness by the DWR Contract Manager. The final payment will be withheld until the Assessment District Recommendation Report -has been received and accepted by DWR.
4. By mutual agreement, DPC and DWR may amend this agreement in writing. DPC and DWR will submit a written request for the amendment to each other's Contract Manager. Such amendment must be signed by the parties and approved by DWR and Department of General Services, as required. Work started prior to a fully executed amendment is done at the risk of DPC without expectation of reimbursement.
5. No alteration or variation of this agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
6. The following items should be included and all unit rates must be extended and totaled (CPCC §10371[C]):
  - a) Personal service costs, including overhead, showing individual or position rates per unit time;
  - b) Fringe benefits costs citing actual benefits or a percentage of personal services costs;
  - c) Travel expenses set at the current government reimbursement rate specified by the Travel and Per Diem Rates is the Exhibit X, Attachment 1 of this agreement;

Formatted: Not Highlight

Formatted: Numbered + Level: 1 +  
Numbering Style: a, b, c, ... + Start at: 1 +  
Alignment: Left + Aligned at: 0.44" + Indent  
at: 0.69"

d) Incidental expenses required for accomplishing contracted tasks, such as office supplies, mailings, photocopies and bridge tolls.

**V. CONTACT INFORMATION**

The Contract representatives during the term of this agreement will be:

**Department of Water Resources**

Erin Mullin  
1416 9<sup>th</sup> Street, Room 1601  
Sacramento, CA, 95814  
Phone: (916) 653-3639  
Fax: (916) 651-9678  
Email: Erin.Mullin@water.ca.gov

**Delta Protection Commission**

Erik Vink  
2101 Stone Blvd, Suite 210  
West Sacramento, CA 95691  
Phone: 916-376-8941  
Fax: 916-376-3962  
Email: Erik.Vink@delta.ca.gov

Contract representatives may be changed by written notice to the other party.

2.

Formatted: Normal, No bullets or numbering